



PATENT
Customer No. 22,852
Attorney Docket No. 9914.0004-00

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
Mary Jane Cardosa et al.) Group Art Unit: 1648
Application No.: 10/786,380) Examiner: STACY BROWN CHEN
Filed: February 24, 2004) Confirmation No.: 3579
For: RECOMBINANT MVA VIRUS EXPRESSING DENGUE VIRUS
ANTIGENS, AND THE USE THEREOF IN VACCINES

MAIL STOP AMENDMENT
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

TERMINAL DISCLAIMER

Assignee, BAVARIAN NORDIC A/S, duly organized under the laws of Denmark and having its principal place of business at Bogeskovvej 9, Kvistgard DK-3490, Denmark; Assignee, UNIVERSITI MALAYSIA SARAWAK, duly organized under the laws of Malaysia and having its principal place of business at 94300 Kota Samarahan, Sarawak, Malaysia; and Assignee GSF-FORSCHUNGSZENTRUM FÜR UMWELT UND GESUNDHEIT GMBH, duly organized under the laws of Germany and having its principal place of business at Ingolstädter Landstraße 1, D-85764 Neuherberg, Germany, represent that they are the assignees of the entire right, title and interest in and to the above-identified application, Application No. 10/786,380, filed February 24, 2004, for RECOMBINANT MVA VIRUS EXPRESSING DENGUE VIRUS ANTIGENS, AND THE

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AR

USE THEREOF IN VACCINES in the names of Mary Jane CARDOSA *et al.*, as indicated by assignments duly recorded in the United States Patent and Trademark Office at Reel 013398, Frame 0035, and a change of name recorded at Reel 015713, Frame 0511; Reel 013148, Frame 0909; and Reel 013148, Frame 0760, copies of which are attached hereto. Assignees, BAVARIAN NORDIC A/S, UNIVERSITI MALAYSIA SARAWAK, AND GSF-FORSCHUNGSZENTRUM FÜR UMWELT UND GESUNDHEIT GMBH, further represent that they are the assignees of the entire right, title and interest in and to U.S. Patent No. 6,869,793, for RECOMBINANT MVA VIRUS EXPRESSING DENGUE VIRUS ANTIGENS, AND THE USE THEREOF IN VACCINES in the names of Mary Jane CARDOSA *et al.*, as indicated by assignments duly recorded in the United States Patent and Trademark Office at Reel 013398, Frame 0035, and a change of name recorded at Reel 015713, Frame 0511; Reel 013148, Frame 0909; and Reel 013148, Frame 0760, copies of which are attached hereto.

To obviate a double patenting rejection, assignees hereby disclaim, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of any patent issuing from U.S. Patent No. 6,869,793. Assignees hereby agree that any patent so granted on the instant application shall be enforceable only for and during such period that it and U.S. Patent No. 6,869,793 are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

12

In making the above disclaimer, Assignees do not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of U.S. Patent No. 6,869,793, as presently shortened by any terminal disclaimer, in the event that U.S. Patent No. 6,869,793 later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

The undersigned is authorized to act on behalf of assignee GSF-
FORSCHUNGSZENTRUM FÜR UMWELT UND GESUNDHEIT GMBH.

I hereby declare that all statements made of my own knowledge and belief are true and that all statements made on information and belief are believed to be true and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

R

Respectfully submitted,

By:

Signature

Name:

Martin Reibel Dr. Wolfgang Nagel

Title:

Head of Legal Dept Patents & Technology Transfer

Assignee:

GSF-FORSCHUNGSZENTRUM FÜR
UMWELT UND GESUNDHEIT GMBH

Dated:

May 25, 2007

PATENT APPLICATION
Assignment

COPY

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned, inventor:

Mary Jane Cardosa

Who have created a certain invention for which I have executed, on or about the date of this assignment, an application for United States Letters Patent entitled RECOMBINANT MVA VIRUS EXPRESSING DENGUE VIRUS ANTIGENS, AND THE USE THEREOF IN VACCINES.

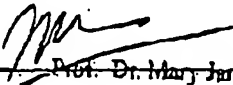
Do hereby sell, assign and transfer to Universiti Malaysia Sarawak, a corporation, having a place of business at 94300 Kota Samarahan, Sarawak, Malaysia, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possession and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, act, and treaties, including all future conventions, unions, agreements, acts, and treaties;

Agree that Universiti Malaysia Sarawak, hereinafter referred to as Assignee, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, successors, assigns, or legal representatives; and

Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same has herein expressed is possessed by the undersigned.

IN THE TESTIMONY WHEREOF I have hereunto set my signature on the date indicated below.

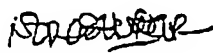
Mary Jane Cardoso


Signature: Prof. Dr. Mary Jane Cardoso
Director
Institute of Health & Community Medicine
UNIVERSITI MALAYSIA SARAWAK

22/2/99

Date:

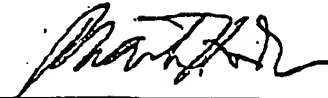
Witness:


Signature: NORRESHIMAN ABD. RAHMAN

22/2/99

Date:

Witness:


Signature: TIO PHAIK HOOI

22/2/99

Date:

PATENT APPLICATION
Assignment

COPY

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned, inventor:

Gerd Sutter

Who have created a certain invention for which I have executed, on or about the date of this assignment, an application for United States Letters Patent entitled RECOMBINANT MVA VIRUS EXPRESSING DENGUE VIRUS ANTIGENS, AND THE USE THEREOF IN VACCINES.


Do hereby sell, assign and transfer to Bavarian Nordic Research Institute A/S, a corporation, having a place of business at Naverland 2, DK 2600-Glostrup, Denmark, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possession and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, act, and treaties, including all future conventions, unions, agreements, acts, and treaties;

Agree that Bavarian Nordic Research Institute A/S, hereinafter referred to as Assignee, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, successors, assigns, or legal representatives; and

Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same has herein expressed is possessed by the undersigned.

IN THE TESTIMONY WHEREOF I have hereunto set my signature on the date indicated below.

Gerd Sutter


Signature:


2.3.99
Date:

Witness:


Signature:

02.03.99
Date:

Witness:


Signature:

2.3.99
Date:

PATENT APPLICATION
Assignment

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned, inventor:

Volker Erfle

Who have created a certain invention for which I have executed, on or about the date of this assignment, an application for United States Letters Patent entitled RECOMBINANT MVA VIRUS EXPRESSING DENGUE VIRUS ANTIGENS, AND THE USE THEREOF IN VACCINES.

Do hereby sell, assign and transfer to GSF - Forschungszentrum für Umwelt und Gesundheit GmbH, a corporation, having a place of business at Ingolstädter Landstr. 1, D 85764-Neuherberg, Germany, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possession and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, act, and treaties, including all future conventions, unions, agreements, acts, and treaties;

Agree that GSF - Forschungszentrum für Umwelt und Gesundheit GmbH, hereinafter referred to as Assignee, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, successors, assigns, or legal representatives; and

Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same has herein expressed is possessed by the undersigned.

IN THE TESTIMONY WHEREOF I have hereunto set my signature on the date indicated below.

Volker Erfle

Signature: *J. Volker Erfle*

1.3.99

Date:

Witness:

Signature: *Dr. Alfred Hühner*

02.03.99

Date:

Witness:

Signature: *Dr. 17. Dress*

2.3.99

Date:

June 11, 2004
114899

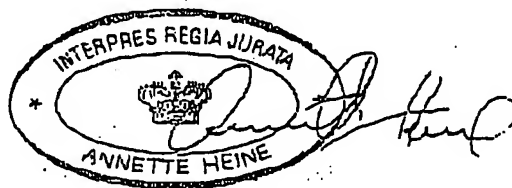
Bowne Global Solutions Denmark A/S
CONFIRMATION

I, the undersigned official translator and interpreter of the English language, hereby confirm that the document:

- Notified changes regarding BAVARIAN NORDIC A/S, CVR. NO. 16271187, of May 8, 2004, 2 pages,

is a correct and semantically identical translation of the document presented to me:

- Anmeldte ændringer vedrørende BAVARIAN NORDIC A/S, CVR. NR. 16271187, af 8. maj 2004, 2 sider.



ANNETTE HEINE
Official translator and interpreter
of the English language
authorized by the Royal Danish
Ministry of Economic and Business Affairs

Bowne Global Solutions Denmark A/S

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Fax: (+45) 70 25 35 60

Store Torv 5. 1. tv.
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Fax: (+45) 86 32 12 88

CVR-nr.: 20 27 20 43
www.lbwneglobal.com

Annie Keise

Copenhagen, 11-06-2014

By Order

~~F. 7. 10. 1923~~

THE TRUE SIGNATURE OF

IS HEREBY CERTIFIED.

17 JUNI · 2004

COPENHAGEN,
FOR THE MINISTER FOR FOREIGN AFFAIRS

Q. A.

~~SECRET~~

DANISH COMMERCE AND COMPANIES AGENCY

On May 15, 2001, the notified changes relating to CVR NO. 16271187
(previous registration no. 208.618):

"BAVARIAN NORDIC RESEARCH INSTITUTE A/S"
Vesterbrogade 149
DK-1620 Copenhagen V

in the municipality of Copenhagen
were registered in the Danish Commerce and Companies Agency and the
name of the Company was accordingly changed to:

"BAVARIAN NORDIC A/S"
Vesterbrogade 149
DK-1620 Copenhagen V

And on October 2, 2002, the notified changes relating to CVR. NO. 16271187
(previous registration no. 208.618):

"BAVARIAN NORDIC A/S"
Vesterbrogade 149
DK-1620 Copenhagen V

in the municipality of Copenhagen
were registered in the Danish Commerce and Companies Agency and the
address of the Company was accordingly changed to:

"BAVARIAN NORDIC A/S"
Ved Amagerbanen 23
DK-2300 Copenhagen S



DANISH COMMERCE AND COMPANIES AGENCY

And on May 3, 2004, the notified changes relating to CVR. NO. 16271187
(previous registration no. 208.618):

"BAVARIAN NORDIC A/S"
Ved Amagerbanen 23
DK-2300 Copenhagen S

in the municipality of Copenhagen
were registered in the Danish Commerce and Companies Agency and the
address of the Company was accordingly changed to:

"BAVARIAN NORDIC A/S"
Bøgeskovvej 9
DK-3490 Kvisgård

in the municipality of Helsingør.

Copenhagen, May 8, 2004

[Signature]

Pernille Bech Nærum

[Stamp]

ERHVERVS- OG SELSKABSTYRELSEN

Den 15. maj 2001 er de anmeldte ændringer vedrørende CVR-nr 16271187 (tidligere registreringsnummer 208.618):

"BAVARIAN NORDIC RESEARCH INSTITUTE A/S"

Vesterbrogade 149

1620 København V

København kommune

registreret i Erhvervs- og Selskabsstyrelsen, hvorefter selskabet har ændret navn til:

"BAVARIAN NORDIC A/S"

Vesterbrogade 149

1620 København V

Og den 2. oktober 2002 er de anmeldte ændringer vedrørende CVR-nr 16271187 (tidligere registreringsnummer 208.618):

"BAVARIAN NORDIC A/S"

Vesterbrogade 149

1620 København V

i København kommune

registreret i Erhvervs- og Selskabsstyrelsen, hvorefter selskabet har ændret adresse til:



ERHVERVS- OG SELSKABSSTYRELSEN

"BAVARIAN NORDIC A/S"

Ved Amagerbanen 23
2300 København S

Og den 3. maj 2004 er de anmeldte ændringer vedrørende CVR-nr. 16271187 (tidligere registreringsnummer 208.618):

"BAVARIAN NORDIC A/S"

Ved Amagerbanen 23
2300 København S

i København kommune


registreret i Erhvervs- og Selskabsstyrelsen, hvorefter selskabet har ændret adresse til:

"BAVARIAN NORDIC A/S"

Bøgeskovvej 9
3490 Kvistgård

i Helsingør Kommune.

København, den 8. maj 2004


Pernille Bech Nørsum

